

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

In re:

Mohamad Hassan Bazzi & Fatma A. Nizam

Chapter: 13

Case Number: 22-49952

Judge: Thomas J. Tucker

MOTION TO SELL

NOW COMES, debtor, Mohamad Hassan Bazzi & Fatma A. Nizam, by and through their attorney, The Law Office of Afan Bapacker P.C., in support of their Motion to Sell Property and states as follows:

1. Debtor's Chapter 13 Case was filed on December 21, 2022.
2. Debtors own property located at 1520 North Silvery Lane, Dearborn, MI 48128, which is their primary residence. ("Property").
3. The Debtors are in arrears under the terms of their mortgage and filed this case to avoid foreclosure so that they may be able to sell their home to a prospective buyer.
4. Debtors have contracted to sell the home to Hussein Ramadan. (See attached Purchase Agreement, **Exhibit A.**)
5. Any sale closing shall take place no later than thirty (30) days from the entering of any Order authorizing the sale of the subject property otherwise such Order shall be null and void; Creditor shall receive full payoff funds upon closing, per the amount indicated on its payoff statement, as of the date of closing; and, that the Debtor shall maintain monthly mortgage payments to the Creditor until the

sale of the property, otherwise any Order authorizing the sale of the subject property shall be null and void.

6. The Order shall be valid for 30 days from the date of entry.

7. Debtors expect closing to occur on or before March 2, 2023.

WHEREFORE, Debtors respectfully request that this court grant his motion to sell.

Dated: February 8, 2023

/s/ Afan Bapacker
Afan Bapacker (P70885)
The Law Office of Afan Bapacker, P.C.
1 Parklane Blvd. Ste. 729, East
Dearborn, MI 48126
afan@bapackerlaw.com
Fax: 313-429-9525
313-447-3014

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In re:

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NOTICE OF MOTION TO SELL

Debtor has filed papers with the court.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to permit the Debtor to sell property, or if you want the court to consider your views on the Motion to Sell Property, within 14 days, you or your attorney must:

1. File with the court a written response or an answer, explaining your position at:¹

United States Bankruptcy Court

211 West Fort Street
Detroit MI 48226

If you mail your response to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above. All attorneys are required to file pleadings electronically.

You must also mail a copy to:

Afan Bapacker (P70885)
The Law Office of Afan Bapacker, P.C.
16030 Michigan Ave, Ste 220
Dearborn, MI 48126

2. If a response or answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time and location of the hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Dated: February 8, 2023

/s/ Afan Bapacker

Afan Bapacker (P70885)
The Law Office of Afan Bapacker, P.C.
1 Parklane Blvd. Ste. 729, East
Dearborn, MI 48126
afan@bapackerlaw.com
Fax: 313-429-9525

¹Response or answer must comply with F. R. Civ. P. 8(b), (c) and (e)

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Proposed
ORDER AUTHORIZING MOTION TO SELL PROPERTY

The matter having come on for hearing upon Debtor's Motion to Sell Property, no response or objection having been filed by any interested party and this Honorable Court being fully advised in the premises:

IT IS HEREBY ORDERED that the Debtors are authorized to sell their interest in property located at 1520 North Silvery Lane, Dearborn, MI 48128 under the terms of the Purchase Agreement attached to Debtor's Motion to Sell.

IT IS FURTHER ORDERED that Debtor's shall pay all non-exempt funds stemming from the sale of the home into their Chapter 13 Plan within 14 days of closing.

IT IS FURTHER ORDERED that Debtor's shall provide the Chapter 13 Trustee with a copy of all the closing documents within 14 days of closing.

IT IS FURTHER ORDERED any sale closing shall take place no later than thirty (30) days from the entering of any Order authorizing the sale of the subject property otherwise such Order shall be null and void; Creditor shall receive full payoff funds upon closing, per the amount indicated on its payoff statement, as of the date of closing; and, that the Debtor shall maintain monthly mortgage payments to the Creditor until the sale

of the property, otherwise any Order authorizing the sale of the subject property shall be null and void.

IT IS FURTHER ORDERED The Order shall be valid for 30 days from the date of entry.

IT IS FURTHER ORDERED that a certified copy of this Order maybe recorded in the Wayne County Register of Deeds.

EXHIBIT 1

EXHIBIT A

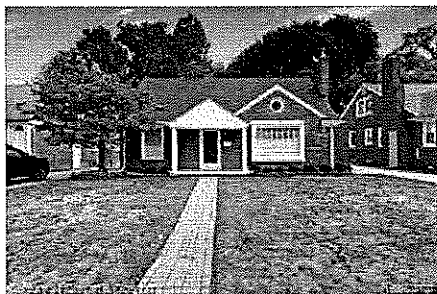
1520 N SILVERY Lane, Dearborn 48128-1035

MLS#: 20230005485
P Type: Residential
Status: Active

Area: 05093 - Dearborn
DOM: N/7/7

Short Sale: No
Trans Type: Sale
ERTS/FS

LP: \$289,900
OLP: \$289,900



Location Information

County: Wayne
City: Dearborn
Mailing City: Dearborn
Side of Str: Dearborn
School Dist: Dearborn
Location: FORD RD
Directions: SOUTH OF FORD RD

Parking

Garage: Yes
Grg Sz: 2 Car
Grg Dim: Detached
Grg Feat: Detached

Lot Information

Acreage: 0.15
Lot Dim: 60.00 x 110.00
Rd Front Ft: 60

Square Footage

Sqft Source: Public Records
Est Fin Abv Gr: 1,733
Est Fin Lower: 950
Est Tot Lower: 950
Est Tot Fin: 2,683
Price/SqFt: \$167.28

Layout

Beds: 3
Baths: 2.0
Rooms: 7
Arch Sty: Bungalow
Arch Lvl: 1 1/2 Story
Site Desc:

Contact Information

Name: ALI T. CHARARA
Phone: (313) 289-2222

Waterfront Information

Wtrfrnt Name:
Water Facilities:
Water Features:
Water Frt Feet:

General Information

Year Built: 1950
Year Remod: 2019

Recent CH: 01/23/2023 : New : PS->ACTV

Listing Information

Listing Date: 01/23/2023
Activation Date: 01/23/2023
Land DWP:
Protect Period: 90
Terms Offered: Cash, Conventional, FHA
List Type/Level Of Service: Exclusive Right to Sell/Full Service
Srvc's Offered: Arrange Appointments, Accept/Present Offers, Advise on Offers, Assist with Counteroffers, Negotiate for Seller
Land Int Rate: %
Land Payment:
Restrictions:
MLS Source: REALCOMP
Land Cntrt Term:
Possession: Negotiable
Originating MLS#: 20230005485

Features

Pets Allowed:
Foundation: Basement
Basement: Partially Finished
Exterior: Brick
Heat & Fuel: Natural Gas, Forced Air
Wtr Htr Fuel:
Water Source: Public (Municipal)
Entry Location: Ground Level
Fndtn Material: Block
Cnstrct Feat:
Cooling: Central Air
Road: Paved
Sewer: Public Sewer (Sewer-Sanitary)

Room Information

| Room | Level | Dimen | Flooring | Room | Level | Dimen | Flooring |
|-------------------|-------------|---------|----------|-------------|-------------|---------|----------|
| Bath - Full | Basement | | | Bath - Full | First/Entry | | |
| Bedroom | First/Entry | 13 x 12 | | Bedroom | First/Entry | 11 x 11 | |
| Bedroom - Primary | Second | 28 x 11 | | Dining Room | First/Entry | 11 x 12 | |
| Family Room | First/Entry | 27 x 11 | | Kitchen | First/Entry | 10 x 10 | |
| Living Room | First/Entry | 19 x 12 | | | | | |

Legal/Tax/Financial

Property ID: 32820917217012
Ownership: Standard (Private)
Tax Summer: \$3,505
SEV: \$113,400
Legal Desc: LOTS 365 TO 367 INCL SWEET'S FORD DEARBORN SUB NO 1
Subdivision: SWEETS FORD DEARBORN NO 1
Occupant: Owner
Homestead: Yes
Existing Lease: No
Tax Winter: \$650
Taxable Value: \$80,731
Oth/Sp Asmnt: 0.00
Home Warranty: No

Agent/Office Information

Sub Ag Comp:
Buy Ag Comp: Yes: 3%
Trn Crd Comp:
Compensation Arrangements:
List Office: Century 21 Curran & Oberski
List Agent: ALI T CHARARA
Access: Appointment/LockBox
List Office Ph: (313) 274-7200
List Agent Ph: (313) 289-2222
LB Location:
Remarks:

Public Remarks: BUYER WAS NOT ABLE TO OBTAIN MORTGAGE SPACIOUS HOME WITH LARGE YARD! HERE'S YOUR CHANCE TO HAVE OVER 1700 SQ FT IN WELL DESIRABLE NEIGHBORHOOD OF LEVAGOOD. THIS HOME FEATURES A HUGE UPPER MASTER BEDROOM, HARDWOOD FLOORS, PLENTY OF CLOSET SPACE. LARGE LIVING ROOM OPEN TO DINING ROOM. LARGE FAMILY ROOM. LARGE 3 BEDROOM BRICK WITH TWO FULL BATHROOMS, A NATURAL FIREPLACE AND A FULL BASEMENT READY FOR YOUR FINISHING TOUCHES. THERE'S ALSO PLENTY OF ROOM FOR YOUR OWN GARDEN IN THE REAR PART OF THE YARD. THE KITCHEN UPDATED W/ GRANITE COUNTER-TOPS. OTHER UPDATES INCLUDE ELECTRICAL, GLASS BLOCK WINDOWS, FRESH PAINT. ALL READY TO GO AND MAKE YOUR DREAM HOME.

REALTOR® Remarks: SPACIOUS HOME WITH LARGE YARD! HERE'S YOUR CHANCE TO HAVE OVER 1700 SQ FT IN WELL DESIRABLE NEIGHBORHOOD OF LEVAGOOD. THIS HOME FEATURES A HUGE UPPER MASTER BEDROOM, HARDWOOD FLOORS, PLENTY OF CLOSET SPACE. LARGE LIVING ROOM OPEN TO DINING ROOM. LARGE FAMILY ROOM. LARGE 3 BEDROOM BRICK WITH TWO FULL BATHROOMS, A NATURAL FIREPLACE AND A FULL BASEMENT READY FOR YOUR FINISHING TOUCHES. THERE'S ALSO PLENTY OF ROOM FOR YOUR OWN GARDEN IN THE REAR PART OF THE YARD. THE KITCHEN UPDATED W/ GRANITE COUNTER-TOPS. OTHER UPDATES INCLUDE ELECTRICAL, GLASS BLOCK WINDOWS, FRESH PAINT. ALL READY TO GO AND MAKE YOUR DREAM HOME.

Search Criteria

Street Number is 1520
Street Name is like 'silvery*'
Selected 1 of 6 results.



PURCHASE AGREEMENT



MLS# 20230005485

DATE January 30th, 2023

| | |
|-------------------------------------------------------|--------------------------------------------------|
| LISTING BROKER <u>Century 21 Curran & Oberski</u> | SELLING BROKER <u>Premier Realty Associates</u> |
| LISTING AGENT <u>Ali Charara</u> | SELLING AGENT <u>Zeinab Bazzi</u> |
| AGENT ID# <u>340600</u> OFFICE ID# <u>05467102</u> | AGENT ID# <u>437204</u> OFFICE ID# <u>375487</u> |
| EMAIL <u>chararaali@gmail.com</u> | EMAIL <u>zeinab@praagent.com</u> |
| PHONE (313) <u>274-7200</u> | PHONE (313) <u>641-0560</u> |
| CO-LISTING AGENT _____ | CO-SELLING AGENT _____ |
| AGENT ID# _____ OFFICE ID# _____ | AGENT ID# _____ OFFICE ID# _____ |
| EMAIL _____ | EMAIL _____ |
| PHONE _____ | PHONE _____ |

1. **PROPERTY DESCRIPTION:** The undersigned Buyer hereby offers and agrees to purchase Property located in Michigan, City/Township/Village of Dearborn County of Wayne Tax ID# 82 09 172 17 012
 Legal description LOTS 365 TO 367 INCL SWEET'S FORD DEARBORN SUB NO 1
 Also commonly known as 1520 N SILVERLY Lane Zip 48128
Street Address

Property described above shall include all available sub surface and mineral rights, all fixtures, improvements and appurtenances now in or on Property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, all window treatments and hardware, attached mirrors, hard-wired telephone system and instruments designed for the system, television antennae, satellite dishes (if owned) and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door openers and transmitters, water softeners and security systems (if owned), mailboxes, fences, fireplace inserts, doors, screens, gas logs, grates, gas attachments and equipment, attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments, and

Washer, Dryer, Microwave, Refrigerator, Range/Oven, Dishwasher.

Items specifically excluded in the Listing Agreement or MLS publication must be listed hereafter, or they will be deemed included in the sale:

2. **PRICE:** Buyer agrees to pay the sum of Two Hundred Eighty Nine Thousand Nine Hundred Dollars Dollars (\$289,900.00) in consideration for which Seller will provide a warranty deed subject to existing building and use restrictions and easements and rights of way of record.
3. **METHOD OF PAYMENT:** All money must be paid in U.S. funds by cashier's check, wired funds, or such other funds acceptable to the closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)

☐ A. **CASH SALE.** Delivery of the Warranty Deed conveying marketable title and payment of the purchase price.

☒ B. **CASH SALE WITH NEW MORTGAGE.** Agreement contingent upon Buyer securing a Conventional mortgage, not contingent upon sale or closing of other assets, in the amount of \$231,920.00 and paying \$57,980.00 down plus mortgage costs, prepaid items, adjustments and flood insurance (if required) by lender. Buyer agrees to apply for such mortgage at buyer's own expense within 5 calendar days from final acceptance of this Agreement. If a mortgage commitment conditioned only upon marketable title and satisfactory survey (if required) is not delivered to Listing Broker within 5 calendar days from date of agreement, the Seller may declare Agreement void. Buyer further agrees that in connection with application to lender, Buyer will promptly comply with lender's requirements and requests for true and accurate information required to process loan application.

☐ C. **SALE BY LAND CONTRACT/MORTGAGE ASSUMPTION/SELLER FINANCING.**
 (See appropriate land contract financing addendum attached and made a part hereof.)

HR
 Buyer(s) Initials

MB FN
 Seller(s) Initials

4. **EARNEST MONEY DEPOSIT:** Buyer is depositing with broker \$2,899.00 in the form of a check, money order, cashier's check or certified funds. An additional sum of \$0.00 shall be tendered within 2 calendar days of acceptance by Seller, making the total earnest money deposit \$2,899.00. Total sums deposited will be deemed the Earnest Money Deposit to be held in accordance with the laws of the State of Michigan and applied to the purchase price at closing. The Earnest Money Deposit shall be disbursed ONLY in accordance with either: (a) the terms hereof; (b) a fully executed mutual release; or (c) until a civil action has determined to whom the deposit must be paid. If offer made is not accepted by Seller, the Earnest Money Deposit shall be returned to Buyer.

5. **ACKNOWLEDGEMENT OF EARNEST MONEY DEPOSIT:** Received by: Premier Realty Associates
Zeinab Bazzi Zeinab Bazzi
Agent Company Name
Selling Agent Signature

6. **CLOSING:** Subject to all conditions herein, closing shall take place on or before March 2nd, 2023 at Listing Office or other mutually agreed-upon location. Seller shall pay all state and county transfer taxes and other costs required to convey clear title. Buyer shall not be deemed in default of this Agreement for any delay beyond the agreed upon closing date due to reasons associated with Truth in Lending and/or federal disclosure requirements related to Buyer's Good Faith Estimate.

7. **POSSESSION:** Seller shall deliver possession to Buyer ☒ at closing or ☐ by 12:00 Noon ____ days after closing (closing to apply if no choice is made.) If possession is not delivered at closing, from and including day of closing, through date of vacating property, SELLER SHALL PAY the sum of \$ _____ per day. Designated escrow agent shall retain from amount due Seller the sum of 1 ½ times daily fee, times total days for occupancy. Designated escrow agent shall disburse occupancy fee due Buyer every 30 days, upon written request from Buyer. Seller shall be entitled to any unused portion of occupancy fee as determined by date Property is vacated and keys surrendered to ☐ Buyer ☐ Listing Broker ☐ Selling Broker. Seller is legally obligated to deliver possession as specified herein. If Seller FAILS to deliver possession as specified herein, Seller shall pay TWICE the daily occupancy fee per day and may be liable for cost of eviction, actual attorney fees, damages and other costs incurred by Buyer in obtaining possession and collecting any amount due. Brokers have no obligation, implied or otherwise, as to condition of premises or for seeing that premises are vacated on date specified.

8. **AVAILABILITY OF HOME PROTECTION PLANS:** Buyer and Seller acknowledge having been advised of availability of home protection plans.

9. **SEWER AND WATER CHARGES:** Seller agrees to pay for all sewer and water charges to date of ☐ CLOSING ☒ POSSESSION (possession will apply if no choice has been made.) Designated escrow agent shall retain from amount due Seller at closing \$300.00, or more if needed for final water and sewer charges. After water and sewer bills are verified paid, any unused portion shall be returned to Seller.

10. **TITLE EVIDENCE AND SURVEY:** Seller agrees to order title insurance upon acceptance of offer and to furnish Buyer a commitment of Title Insurance to be issued without standard exceptions. Buyer to secure and pay for a survey, if required by the title company to remove the standard exceptions. After closing, a Policy of Title Insurance, at seller's sole cost, without standard exceptions will be issued in the amount of purchase price, bearing date of closing or later guaranteeing title in condition required for performance of Agreement. **Title Commitment shall be "marked up" at closing insuring through date of recording.**

Title Insurance has been recommended by the real estate broker(s).

11. **TITLE OBJECTIONS:** If objection to title is made, based upon written notice that title is not in the marketable condition required for performance hereunder, Seller shall have 30 calendar days from date notified in writing of particular defects claimed, to either: (a) remedy title; or (b) obtain title insurance satisfactory to Buyer. Buyer agrees to complete sale within 10 calendar days of written notification that the title has been remedied or by date specified in this Agreement if later. If Seller is unable or unwilling to remedy title within time specified, Buyer will waive requirement in writing within 10 calendar days of written notification thereof, or Agreement may be declared null and void at Buyer's option.

12. **TAXES:** All property taxes due and payable on or before date of closing shall be paid by Seller. Current taxes shall be prorated and adjusted as of date of closing in accordance with due date of municipality or taxing unit(s) in which Property is located. Buyer acknowledges that Property taxes are subject to change. If taxes are not paid in advance, see addendum made a part hereof. Seller shall pay transfer taxes and other costs required to convey title. Buyer shall pay all costs for recording the warranty deed.

13. **ASSESSMENTS:** Seller shall discharge in full all public authority charges confirmed by municipality or taxing unit(s) (special assessments, water, sewer, paving charges, etc.) which are currently due and payable. Buyer is responsible for other assessments including, but not limited to, capital and lateral charges (assessed, but value not yet determined) which are confirmed and become due and payable after closing.

HR
 43b7218 Buyer(s) Initials

Page 2 of 6

MB FN
 Seller(s) Initials

MLS # 20230005485

14. **CONDOMINIUM/HOMEOWNERS ASSOCIATION ASSESSMENTS:** Current dues shall be prorated to date of closing. Any delinquent condominium/homeowner association dues/assessments/liens shall be paid by Seller at closing. Any and all dues/assessments/liens confirmed and becoming due and payable after closing will be paid by Buyer. (See Condominium Addendum made a part hereof if applicable)
15. **MAINTENANCE OF PROPERTY:** Seller is responsible for keeping Property in substantially the same condition as of date of Agreement. Seller is responsible to maintain grounds and keep all systems in working order until Property is vacated and keys are surrendered by Seller except for conditions disclosed in Seller's Disclosure Statement or conditions discovered by Buyer as part of inspections. In the event Property has been winterized, it shall be the obligation and expense of Seller to de-winterize Property prior to closing. Seller agrees to leave Property broom-clean and free of debris and personal property.
16. **UTILITIES:** Seller shall order final billings on all utilities (gas, electric, etc.) as of the day of possession and Seller shall pay final billings. Seller shall not direct any utilities to be disconnected. Buyer agrees to inform all utility companies of ownership and to assume and pay all billings from day of taking possession.
17. **RISK OF LOSS:** Seller is responsible for any damage to the Property, except for normal wear and tear until the closing or possession, whichever is later. If there is damage that Seller is unable or unwilling to repair or to arrange and pay to be repaired, Buyer has the option to cancel this Agreement and the Earnest Money Deposit shall be immediately refunded to Buyer or Buyer can proceed with the closing and deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property and assume the responsibility for the repair, thereby releasing Seller.
18. **SELLER'S DISCLOSURE STATEMENT:** (Initial only one).

✓ HR Buyer(s) Initials A With Disclosure: Buyer has, prior to writing this offer, received Seller's Disclosure Statement.

 B Without Disclosure: All Parties understand that Seller's Disclosure Statement was not available at time this offer was written. Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's Acceptance of this offer pursuant to Public Act 92 of 1993.

19. **LEAD-BASED PAINT DISCLOSURE/INSPECTION:** (For residential housing built prior to 1978)

- ✓ A HR Buyer's Initials Buyer acknowledges that prior to signing this Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Statement.
- B. Buyer's Initials Buyer shall have a day opportunity after date of Agreement to conduct an inspection of Property for presence of lead-based paint and/or lead-based hazards. (Federal regulations require a 10 day or other mutually agreed upon period of time.) If Buyer is not satisfied with results of this inspection, upon notice of Buyer to Seller within this period, Agreement shall be terminated and Earnest Money Deposit shall be refunded to Buyer.
- C. Buyer's Initials Buyer hereby waives an opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.

20. **DEFAULT:**

- A. **BUYER:** In the event Buyer fails to fulfill obligations set forth herein or fails to close this transaction in the time and manner provided, Seller may elect to enforce the terms hereof, declare the sale void, and retain Earnest Money Deposit (per paragraph 4) as liquidated damages and/or seek all available legal or equitable remedies.
- B. **SELLER:** In the event Seller fails to fulfill obligations set forth herein or fails to close this transaction in the time and manner provided, Buyer may elect to enforce terms herein, declare sale void, be entitled to refund of Earnest Money Deposit (per paragraph 4), and/or seek all available legal or equitable remedies.

21. **FEES:** Buyer agrees to pay closing fees charged by lender and/or title company and a compliance/transaction fee of \$195.00 payable to Selling Broker at closing.

22. **TIME LIMIT:** Buyer is making this offer valid until 11:59 ☐ AM ☒ PM on January 31st, 2023 or until withdrawn in writing.

HR
Buyer(s) Initials

Page 3 of 6

MB FN
Seller(s) Initials

MLS # 20230005485

23. **ADDITIONAL DOCUMENTS ATTACHED:** The Seller's Disclosure Statement, Lead Based Paint Disclosure, Agency Relationship Disclosure, plus the following checked items are also attached hereto.

- | | | | |
|-----------------------------------------------------|--------------------------------------------------|------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> FHA/VA Addendum | <input type="checkbox"/> Unplatted Land Addendum | <input type="checkbox"/> Contingency Sales Agreement | <input type="checkbox"/> Swimming Pool Addendum |
| <input type="checkbox"/> Private Road Addendum | <input type="checkbox"/> Condominium Addendum | <input type="checkbox"/> Vacant Land Addendum | <input type="checkbox"/> Home Warranty |
| <input type="checkbox"/> Add'l (General) Conditions | <input type="checkbox"/> Well & Septic Addendum | <input type="checkbox"/> Financing Addendum | <input type="checkbox"/> _____ |

24. **FLOOD INSURANCE:** Buyer may, at his expense, obtain a Floodplain Certification within _____ calendar days from the date of Seller's acceptance of this Agreement. If the Certification discloses that the property is in a Special Flood Hazard Area, Buyer may notify Seller, in writing, within _____ days from the date of the Certification that Buyer declares this Agreement null and void and the deposit shall be returned to the Buyer. Failure to notify Seller that the property is in a Special Flood Hazard Area within this same time period shall constitute a waiver of Buyer's right to terminate the Agreement under this paragraph and Buyer agrees to obtain a policy of flood insurance if required to do so by the mortgage lender.

25. **WELL AND SEPTIC SYSTEM INSPECTION:** See attached addendum made a part hereof, if applicable.

26. **PROPERTY INSPECTION/DUE DILIGENCE CONTINGENCY:** Note: Inspections required by FHA, VA, lenders, or municipalities are not made for, nor should they be relied upon by, Buyer. Broker(s) recommend that Buyer conduct independent private inspection(s) of property at Buyer's expense. Due diligence may include, but is not limited to, any inspection(s) or research deemed necessary by Buyer, including: structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys or infestation. To ensure intended use of premises it is recommended that Buyer research: square footage; building and use restrictions; easements; ordinances; regulations; school district; and/or property tax status. If Buyer **DOES NOT** notify Seller, in writing, within 7 _____ calendar days from date of final acceptance of Agreement that Buyer is dissatisfied with results of due diligence, Agreement shall be binding without regard to inspection(s). If Buyer notifies Seller, in writing and within specified time, that, in Buyer's sole judgment, Buyer is dissatisfied with results of due diligence, Buyer shall do one, or a combination, of the following within the contingency period stated above.

- Present to Seller an amendment for mutual agreement that cites a list of repairs and/or conditions to be remedied.
- Present to Seller an amendment for mutual agreement with a credit to be applied against the purchase price, and/or a price reduction, in full satisfaction of inspection contingency.
- Present to Seller a Notice of Dissatisfaction with due diligence which shall render Agreement null and void, in which case Seller agrees to authorize Broker to return all earnest monies to Buyer.
- In the event Seller and Buyer are unable to reach an Agreement to Buyer's proposals made under A or B, Buyer shall either elect to proceed with transaction by waiving this contingency in writing, or declare Agreement void by election of C within 3 calendar days of receipt of Seller's written responses to A or B above.

✓ Buyer: Does HR
130145416
 Buyer Initials

Does Not _____ desire to have Property Inspection.
 Buyer Initials

27. **LIABILITY OF BUYER FOR DAMAGE:** Buyer shall be solely responsible for any and all damage to Property as a result of any and all inspection(s) of Property authorized by or conducted by Buyer. Buyer shall pay for any and all necessary repairs to restore Property to its condition prior to inspection(s) or shall reimburse Seller for actual cost of such restoration.

28. **MUNICIPAL INSPECTIONS:** If a municipal inspection and/or certification of premises are required by local ordinance, state or federal law, or Buyer's lending institution, Seller agrees to pay for inspections. Seller agrees to complete any and all repairs required by municipality, provided repairs do not exceed \$ _____. If Seller does not complete all repairs required by municipality, Buyer may assume the additional costs to complete repairs, or Buyer may declare this Agreement void.

29. **BUYER ACCEPTANCE OF CONDITION: AS IS CONDITION** – By closing this transaction, Buyer shall be deemed to have accepted the Property in "AS IS" condition and it shall be deemed by closing this transaction that Buyer is satisfied with the condition of the Property.

30. **TIME FOR LEGAL ACTION:** Buyer and Seller agree that any legal action against either party or against Broker(s) or their agents related to the condition of the Property or arising out of the provisions of this Agreement or any services rendered or not rendered must be brought within the shorter of (a) the time provided by law, or (b) one (1) year after the Closing, or be forever barred.

31. **SHOWINGS:** Seller agrees not to allow the Property to be shown after the inspection contingency is removed or has expired.

32. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** The parties to this transaction acknowledge that they are bound by the requirements of FIRPTA, and that the required addendum or affidavit shall be prepared and executed to determine the amount required to be withheld from a foreign Seller's proceeds, if any.

HR
 9b49a23 buyer(s) Initials

MB FN
 Seller(s) Initials

33. This is a legal and binding document, and both Buyer and Seller acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial adviser.
34. **DISCLAIMER OF BROKER(S) AND RELEASE:** Broker(s) and Broker(s)' agents specifically disclaim responsibility for the condition of Property and/or for performance of Agreement by the parties. Parties acknowledge that they are not relying on any representation or warranties that may have been made other than those in writing, and the parties waive and release and relinquish any and all claims or causes of action against the Broker(s), their officers, directors, employees and/or their agents for the condition of the Property or the performance of this Agreement by the parties. Broker(s) and its agents are not experts in the areas of law, tax, financing, surveying, structural conditions, hazardous conditions, or engineering, and Buyer acknowledges that Buyer has been advised to seek professional advice from experts in these areas.
35. **FINAL WALK-THROUGH PRIOR TO CLOSING:** Buyer reserves the right to walk through Property within 48 hours prior to closing to determine whether terms of Agreement have been met.
36. **ENTIRE AGREEMENT:** This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties and no oral representations or statements shall be considered a part hereof.
37. **TIME IS OF THE ESSENCE:** Buyer and Seller understand that no extensions of time limits contained herein are expected or agreed to unless specified in writing and signed by both Buyer and Seller. Time is of the essence.
38. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind the personal representatives, administrators, successors and assigns of the parties.
39. **FACSIMILE/ELECTRONIC AUTHORITY:** As an Alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this agreement and/or any written notice of communication in connection with the agreement may be delivered to the Seller in care of the Listing Agent and the Buyer in care of the Seller Agent via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to the Listing Agent from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling Agent from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party. All electronic means of signature or Initials by any party must be accompanied with a certificate.
40. **MISCELLANEOUS:**
- A. **Amendment:** The parties agree that this Agreement may not be altered, amended, modified, or otherwise changed, except by a duly executed written agreement between the parties.
 - B. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
 - C. **Grammar and Syntax:** The grammar and syntax used in this Agreement shall be construed to give proper meaning and consistency to its content. Thus, "or" means "and/or," the singular may be construed to include the plural, the plural the singular, and the use of any gender or tense may be construed to include all genders and tenses.
 - D. **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Michigan, the state in which the Property is located.
 - E. **Electronic Storage of Documents and Records:** The undersigned Sellers and Buyers hereby stipulate and acknowledge that all documents relating to this agreement and all records and correspondence relating thereto, whether now existing or created hereafter, may be stored as electronic images and the originals of the electronically stored documents may be destroyed. The electronic images shall be deemed to serve as the original documents thereafter.
41. **OTHER TERMS AND CONDITIONS:**

HR
52b47a Buyer(s) Initials

Page 5 of 6

MB FN
Seller(s) Initials

MLS # 20230005485

BUYER SIGNATURE AND ACKNOWLEDGMENT OF RECEIPT: Buyer hereby makes this offer with terms and conditions contained herein and acknowledges receiving a copy of this Agreement.

BUYER Hussein Ramadan BUYER Hussein Ramadan
Please Print Signature

BUYER _____ BUYER _____
Please Print Signature

WITNESS _____ DATE January 30th, 2023

SELLER SIGNATURE: Seller hereby agrees to terms and conditions contained herein. Seller acknowledges receiving a copy of this Agreement.

SELLER _____ SELLER Fatma Nizam 01/31/23
Please Print Authentisign Signature

SELLER _____ SELLER Mohamad Bazzi 01/31/23
Please Print Authentisign Signature

WITNESS _____ DATE _____

BUYER ACKNOWLEDGMENT OF ACCEPTANCE: Buyer's signature below acknowledges receipt of Seller's signed acceptance of this Agreement and constitutes a final acceptance of Seller's counteroffer (if any changes were made by the Seller, thereby making this Agreement a counteroffer).

BUYER Hussein Ramadan BUYER Hussein Ramadan
Please Print Signature

BUYER _____ BUYER _____
Please Print Signature

WITNESS _____ DATE January 30th, 2023

DISCLAIMER: This form is provided as a service of the Greater Metropolitan Association of REALTORS® to its members. Those who use this form are expected to review both the form and details of this particular transaction to ensure that each provision of this form is appropriate for this transaction. The Greater Metropolitan Association of REALTOR® is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

HR
 00365160 Buyer(s) Initials

 Seller(s) Initials

CENTURY 21

Curran & Oberski

Seller's Disclosure Statement

Property Address: **1526 SILVERY LANE**
Street

Dearborn
City, Village or Township

MICHIGAN

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitution for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/System/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

| | Yes | No | Unknown | Not Available | | Yes | No | Unknown | Not Available |
|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|----------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| Range/oven | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Lawn sprinkler system | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Dishwasher | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Water heater | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Refrigerator | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plumbing system | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Hood/fan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Water softener/conditioner | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Disposal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Well & pump | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| TV antenna, TV rotor controls | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Septic tank & drainfield | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | | | | | Sump pump | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Electric system | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | City water system | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Garage door opener & remote | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | City power system | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Alarm System | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Central air conditioning | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Intercom | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Central heating system | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Central vacuum | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Wall furnace | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Auto fan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| Pool heater, wall liner & equipment | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Humidifier | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Microwave | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Electronic air filter | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Trash compactor | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Solar heating system | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Ceiling fan | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fireplace & chimney | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Sauna/hot tub | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Wood burning system | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Washer | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Dryer | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. Basement/Crawlspaces: Has there been evidence of water?

yes _____ no ☒

If yes, please explain:

2. Insulation: Describe, if known:

Urea Formaldehyde Foam Insulation (UFFI) is installed?

unknown _____ yes _____ no ☒

3. Roof Leaks?

yes _____ no ☒

Approximate age if known:

4. Wells: Type of well (depth/diameter, age and repair history, if known):

yes _____ no _____

Has the water been tested?

If yes, date of last report/results:

BUYER'S INITIALS _____
SELLER'S INITIALS **HR**

PAGE 1 OF 2

FORM H JUN/06

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InstantForm

Property Address: 1520 SILVER LANE Dearborn MICHIGAN

5. Septic tank/drain field: Condition, if known: NO
6. Heating system Type/approximate age: 1 yr old
7. Plumbing system Type: copper ☒ galvanized ☐ other ☐
Any known problems? NO
8. Electrical system: Any known problems? NO
9. History of Infestation, if any: (termites, carpenter ants, etc.) NO
10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.

Unknown ☐ yes ☐ no ☒

If yes, please explain:

11. Flood Insurance: Do you have flood insurance on the property? unknown ☐ yes ☐ no ☒
12. Mineral Rights: Do you own the mineral rights? unknown ☐ yes ☐ no ☒

Other Items: Are you aware of any of the following:

1. Features of property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown ☐ yes ☐ no ☒
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown ☐ yes ☐ no ☒
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others) or a homeowners' association that has any authority over the property? unknown ☐ yes ☐ no ☒
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown ☐ yes ☐ no ☒
5. Settling, flooding, drainage, structural, or grading problems? unknown ☐ yes ☐ no ☒
6. Major damage to the property from fire, wind, floods, or landslides? unknown ☐ yes ☐ no ☒
7. Any underground storage tanks? unknown ☐ yes ☐ no ☒
8. Farm or farm operation in the vicinity, or proximity to a landfill, airport, shooting range, etc.? unknown ☐ yes ☐ no ☒
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown ☐ yes ☐ no ☒
10. Any outstanding municipal assessments or fees? unknown ☐ yes ☐ no ☒
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown ☐ yes ☐ no ☒

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary.

The Seller has lived in the residence on the property from 2014 (date) to 2014 (date).
The Seller has owned the property since 2014 (date).
The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller: FATMA BAKET Date: 12/1
Seller: MOHAMAD BAKET Date: 12/1
Buyer: Hussein Ramadan Date: 30-2023 Time:
Buyer: Adnan Date: Time:

Disclaimer: This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of form for false representation or for warranties made in connection with the form.

PAGE 2 OF 2

FORM H JUN/06

CENTURY 21 LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE OF INFORMATION FOR RESIDENTIAL SALES

PURPOSE OF THIS STATEMENT: The information provided in this statement is required to be provided by all Sellers of residential housing built before 1978. This statement is required by the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4852d), which went into effect in 1998.

PROPERTY ADDRESS: 3520 SIXTH STREET N.W., Washburn, ME 04828

The residence at this address was constructed after January 1, 1978: (Seller must initial one.)

Yes ☒ No ☒ Unknown ☐

(If Yes is initialed, omit the rest of this Disclosure and sign below, otherwise, complete the following Seller's portion and sign below.)

LEAD WARNING STATEMENT

Every Purchaser of any interest in residential real estate on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (Initial)

1. Presence of lead-based paint and/or lead-based paint hazards (check a or b below):
(a) ☒ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(b) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to the Seller (check a or b below):

(a) ☒ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(b) ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Seller acknowledges that Agents have informed Seller of Seller's obligation under 42 U.S.C. 4852d, as printed on the back of this form.

PURCHASER'S ACKNOWLEDGEMENT (Initial)

4. Purchaser has received copies of all information listed above and the attached _____

5. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

6. As set forth in the Offer to Purchase, Purchaser has (check a or b below):

(a) ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

OR

(b) ☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGEMENT (Initial)

7. Agent has informed the Seller of the Seller's obligation under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

| Signature | Date | Time | Purchaser | Date | Time |
|-----------------------|------|------|-----------------|------------|------|
| Seller FAYMA HAKKI | 12/1 | | Hussein Ramadan | 01-30-2023 | |
| Seller MOHAMMED HAKKI | 12/1 | | | | |
| Agent Ali F. Chahine | | | | | |

ROCKET Mortgage

**Congratulations,
Hussein Sam Ramadan!**

This is your official Verified Approval,¹ backed by Rocket Mortgage®.


This Verified Approval is a preapproval proving that your income, assets and credit score have been **fully confirmed** by our underwriters, giving you our most accurate evaluation of what you can afford.

Since we have verified your information, you can be confident we'll close your loan. In fact, we're so certain you'll make it to closing, we'll pay you \$1,000 if you don't.¹

Please share this document with your real estate agent and have them help you through the mortgage process by signing up at rocketproinsight.com.

Abe Faraj
Loan Officer
NMLS #1247704
(800) 226-6308, ext.82316
(313) 330-5417

Email: AbeFaraj@rocketmortgage.com



**You're Verified
Up To \$330,000**

| | |
|--------------|--------------------------|
| Loan Number | 3519633731 |
| Loan Program | 30 yr Conventional Fixed |
| Loan Amount | \$313,500.00 |
| Sales Amount | \$330,000.00 |
| Expires On | 03/14/2023 |

This amount is not contingent upon the sale of another home.



Scan this QR code to learn more about our home buying process or visit:

RocketMortgage.com/Purchase

¹ Participation in the Verified Approval program is based on an underwriter's comprehensive analysis of your credit, income, employment status, assets and debt. If new information materially changes the underwriting decision resulting in a denial of your credit request, if the loan fails to close for a reason outside of Rocket Mortgage's control, including, but not limited to satisfactory insurance, appraisal and title report/search, or if you no longer want to proceed with the loan, your participation in the program will be discontinued. If your eligibility in the program does not change and your mortgage loan does not close due to a Rocket Mortgage error, you will receive the \$1,000. Client must submit the claim to Help@RocketMortgage.com or contact Client Relations at 1-800-863-4332 to complete and return a claim form to Client Relations in order to claim the \$1,000. Additional information will be required for tax purposes. This offer does not apply to new purchase loans submitted to Rocket Mortgage through a mortgage broker. This offer is not valid for self-employed clients. Rocket Mortgage reserves the right to cancel this offer at any time. Acceptance of this offer constitutes the acceptance of these terms and conditions, which are subject to change at the sole discretion of Rocket Mortgage. Additional conditions or exclusions may apply.

This Approval is valid for 90 days from the date of credit pulled. If we do not receive an executed purchase agreement within 90 days, we will regrettably be unable to give further consideration to your credit request. This Approval is not a final loan approval or a commitment to lend. This Approval is contingent on an approved loan application, which will include verification and approval of the information we received to issue this Approval as well as your credit, income, employment status, debt, property, insurance, appraisal and a satisfactory title report/search. If this is for a primary residence it may be contingent on the sale of your current home. Not all properties are eligible for financing. Interest rates are used for qualifying purposes only and do not constitute a rate lock commitment.

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Rocket Mortgage, 1050 Woodward Avenue, Detroit, MI 48226

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

(1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:

- (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☐ Seller's agent
- ☐ Seller's agent – limited service agreement
- ☒ Buyer's agent
- ☐ Buyer's agent – limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☒ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

K-3

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Zeinab Bazzi
 Licensee **Selling Agent** Zeinab Bazzi

 Licensee

January 30th, 2023
 Date

 Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned DOES ☒ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as SELLER ☒ BUYER.

Hussein Ramadan
 Potential Buyer/Seller (circle one) **Hussein Ramadan**

 Potential Buyer/Seller (circle one)

January 30th, 2023
 Date

 Date

Disclaimer This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

In re:

Mohamad Hassan Bazzi & Fatma A. Nizam

Chapter: 13

Case Number: 22-49952

Judge: Thomas J. Tucker

_____/

CERTIFICATE OF SERVICE

I, Afan Bapacker, certify that on February 8, 2023 a copy of Debtors' Motion to Sell Property, Proposed Order, Notice of Motion, and this Certificate of Service was served electronically or by regular US Mail to all the parties listed on the attached mailing matrix.

Dated: February 8, 2023

/s/ Afan Bapacker

Afan Bapacker (P70885)

The Law Office of Afan Bapacker, P.C.

1 Parklane Blvd. Ste. 729, East

Dearborn, MI 48126

afan@bapackerlaw.com

Fax: 313-429-9525

313-447-3014

Label Matrix for local noticing
0645-2
Case 22-49952-tjt
Eastern District of Michigan
Detroit
Wed Jan 4 14:17:29 EST 2023

Amex/ dsnb
PO Box 8218
Mason, OH 45040-8218

(p)CCB CREDIT SERVICES INC
1224 CENTRE WEST DR SUITE 400B
SPRINGFIELD IL 62704-2101

DTE Enegrgy
P.O. Box 740786
Cincinnati, OH 45274-0786

Freedom Mortgage
10500 Kincaid Drive
Fishers, IN 46037-9764

Lending Club
595 Market Street Ste. 200
San Francisco, CA 94105-2802

Michigan Attorney General
Cadillac Place, 10th Floor
3030 W. Grand Blvd., Suite 10-200
Detroit, MI 48202-6030

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

State of Michigan
PO Box 30406
Lansing, MI 48909-7906

THD / CBNA
PO Box 6497
Sioux Falls, SD 57117-6497

Accelerated Recievables Solutions
2223 Broadway
Scottsbluff, NE 69361-1906

(p)BEAUMONT HEALTH
26901 BEAUMONT BLVD
SOUTHFIELD MI 48033-3849

Comenity / Ulta Mc
PO Box 182120
Columbus, OH 43218-2120

Department Stores Bank
c/o Quantum3 Group LLC
Bankruptcy
PO Box 657
Kirkland, WA 98083-0657

Jpmcb
Chase Bank USA
c/o National Bankruptcy Services
PO Box 9013
Addison, TX 75001-9013

Lincoln Auto Finance
Dept 55953
PO Box 55000
Detroit, MI 48255-0001

Nordstrums / td Bank USA
13531 E. Caley Ave.
Englewood, CO 80111-6504

Quantum3 Group
PO Box 788
Kirkland, WA 98083-0788

State of Michigan UIA Restitution
Dept # 771760
PO Box 77000
Detroit, MI 48277-1760

(p)STATE OF MICHIGAN UNEMPLOYMENT INSURANCE
ATTN BANKRUPTCY UNIT
3024 W GRAND BLVD
SUITE 12-100
DETROIT MI 48202-6024

Ali Bazzi
8330 Kinmore
Dearborn Heights, MI 48127-1292

Capital One
Attn: Bankruptcy
PO Box 30285
Salt Lake City, UT 84130-0285

Credit One Bank
Attn: Bankruptcy Dept
Las Vegas, NV 89193

(p)FORD MOTOR CREDIT COMPANY
P O BOX 62180
COLORADO SPRINGS CO 80962-2180

LVNV Funding LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

(p)DSNB MACY S
CITIBANK
1000 TECHNOLOGY DRIVE MS 777
O FALLON MO 63368-2222

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Quantum3 Group LLC as agent for
MOMA Trust LLC
PO Box 788
Kirkland, WA 98083-0788

Syncb / JcPenny
PO Box 960090
Orlando, FL 32896-0090

UNITED STATES DEPARTMENT OF EDUCATION
CLAIMS FILING UNIT
PO BOX 8973
MADISON WI 53708-8973

US Department of Education
2401 International Lane
Madison, WI 53704-3121

(p)VON MAUR INC
6565 BRADY STREET
DAVENPORT IA 52806-2054

syncb / Art Van
PO Box 960061
Orlando, FL 32896-0061

Afan Bapacker
The Law Office of Afan Bapacker, PC
1 Parklane Blvd. Ste. 729, East Tower
Dearborn, MI 48126-4226

Fatma A. Nizam
1520 North Silvery Lane
Dearborn, MI 48128-1035

Mohamad Hassan Bazzi
1520 North Silvery Lane
Dearborn, MI 48128-1035

Tammy L. Terry
Buhl Building
535 Griswold
Suite 2100
Detroit, MI 48226-3681

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Beaumont
PO Box 5042
Troy, MI 48007

Ccb Credit Services
5300 S. Sixth Street
Springfield, IL 62704

Ford Motor Credit Company
Dept 55953
PO Box 55000
Detroit, MI 48255

Macys / dsnb
PO Box 8218
Mason, OH 45040

Portfolio Recovery Associates
Attn: Bankruptcy
120 Corporate Blvd.
Norfolk, VA 23502

UIA
Bankruptcy Unit
3024 W. Grand Blvd. Ste 12-100
Detroit, MI 48202

Von Maur
6565 Brady
Davenport, IA 52806

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Ford Motor Credit Company LLC

| | |
|---------------------|----|
| End of Label Matrix | |
| Mailable recipients | 36 |
| Bypassed recipients | 1 |
| Total | 37 |